IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

Civil Revision No. 514 of 2006

Date of decision: 13.10.2006

M/s H.M. Traders and others

..... Petitioners.

Versus

The Punjab State Co-operative Supply and Marketing Federation Limited and others

..... Respondents.

CORAM: HON'BLE MR. JUSTICE P.S. PATWALIA

Present:- Mr. S.K. Singla, Advocate
for the petitioners.

Mr. Manjit Singh,Advocate
for respondent No.1.

P.S. PATWALIA, J. (ORAL)

The present revision petition has been filed challenging the orders dated 11.11.2005 and 16.12.2005 passed by the Arbitrator.

A reading of the facts would show that the Punjab State Co-operative Supply and Marketing Federation Limited and others (herein after referred to as "Markfed") had filed a claim against the petitioner M/s H.M. Traders and others, which was referred for adjudication before the Arbitrator. The claim is based on an agreement dated 23.11.2001 allegedly entered between the petitioner and Markfed. The agreement alleged to have

been signed by one Shri Raman Kumar on behalf of petitioner-firm. The petitioners had produced Shri Raman Kumar before the Arbitrator. He had deposed that he never signed the agreement and his signatures on the agreement are forged and fabricated. Further to show that Shri Raman Kumar had authority to sign the agreement on behalf of the petitioner-firm, the respondents had relied upon a power of attorney. The petitioners have further alleged that power of attorney was given only for contracts with the Food Corporation of India. The original power of attorney has not been produced by Markfed before the Arbitrator.

Under these circumstances, the petitioner-firm made two requests before the Arbitrator. First request was that the relevant record should be summoned from the office of Food Corporation of India, which would show that the original power of attorney is lying in those records. Secondly the petitioner had contended that the alleged signatures of Shri Raman Kumar on the agreement should be compared with his admitted signatures, which would show that the alleged signatures on the agreement are forged and fabricated. Both these requests have been declined by the Arbitrator.

In so far as the first request of the petitioners for summoning of the records is concerned, learned counsel for the respondent states that he has no objection if the record is summoned from the office of Food Corporation of India by the Arbitrator. Therefore no further adjudication is required on this aspect of the matter.

In so far as the second request regarding comparison of signatures of Shri Raman Kumar is concerned, learned counsel for the

respondent contends that there is no necessity for comparing the signatures as the agreement has been acted upon by the petitioners and in pursuance to the same almost the entire quantity of rice has been supplied by the petitioner-firm and the dispute is with respect to a very small quantity.

Having heard learned counsel for the parties, I am of the opinion that in the facts of this case, the petitioners should be permitted to get the signatures of Shri Raman Kumar on the agreement compared with his admitted signatures so as to enable them to effectively defend their claim before the Arbitrator.

Before concluding I must notice an argument raised by the learned counsel for the respondent regarding maintainability of this revision petition. He states that this petition is not maintainable as an award would also include an interim award and to set aside the same the petitioners would have to file an application under Section 34 of the Arbitration and Conciliation Act 1996. He submits that the orders in these cases would have to be considered as interim awards. I cannot agree with this contention. An order not allowing the party to produce some record or not allowing a party to get signatures on a document compared with admitted signatures passed by an Arbitrator would not amount to an interim award. I, therefore, find no merit in this contention raised by learned counsel for the respondent.

For the reasons aforementioned, the orders passed by the Arbitrator dated 11.11.2005 and 16.12.2005 are set aside. The present revision petition is allowed in terms as afore-stated.

October 13 , 2006 **(P.S. PATWALIA)**
dinesh **JUDGE**